Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

MARGARET OROSZ, 333 Mamaroneck Avenue White Plains, NY 10602 Plaintiff, v. REGENERON PHARMACEUTICALS, INC., 777 Old Saw Mill River Road Tarrytown, NY 10591 Defendant.	No. 7:15-cv-08504-NSR-LMS **JURY TRIAL DEMANDED**

SECOND AMENDED CIVIL COMPLAINT

Plaintiff Margaret Orosz (hereinafter referred as "Plaintiff"), by and through undersigned counsel, hereby complains as follows against Defendant Regeneron Pharmaceuticals, Inc., (hereinafter referred to as "Defendant").

INTRODUCTION

1. Plaintiff has initiated the instant action to redress Defendant's violations of the Fair Labor Standards Act ("FLSA"), the New York Labor Law ("NYLL"), and Title VII of the Civil Rights Act of 1964 ("Title VII"). Plaintiff asserts that Defendant failed to pay Plaintiff wages, including overtime wages, in violation of the FLSA and the NYLL. Furthermore, Defendant violated Title VII by terminating or failing to hire Plaintiff due to her pregnancy.

JURISDICTION AND VENUE

2. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

3. The Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because the claims herein arise under laws of the United States, specifically the FLSA and Title VII. This Court has supplemental jurisdiction over related state law claims because they arise out of the same circumstance and are based upon a common nucleus of operative fact.

4. This Court may properly maintain personal jurisdiction over Defendant because Defendant's contacts with this state and this judicial district are sufficient for the exercise of jurisdiction over Defendant to comply with traditional notions of fair play and substantial justice.

5. Venue is properly laid in this judicial district pursuant to 28 U.S.C. §§ 1391(b)(1) and (b)(2), because Defendant resides in and/or conduct business in this judicial district and because a substantial part of the acts and/or omissions giving rise to the claims set forth herein occurred in this judicial district.

6. Plaintiff has exhausted all administrative remedies as required as a prerequisite to the filing of her instant Title VII claims.

PARTIES

7. The foregoing paragraphs are incorporated herein as if set forth in full.

8. Plaintiff is an adult individual with an address as set forth above.

9. Defendant is a business located and doing business in New York at the address set forth above.

10. At all times relevant herein, Defendant acted by and through its agents, servants, and employees, each of whom acted at all times relevant herein in the course and scope of their employment with and for Defendant.

FACTUAL BACKGROUND

11. The foregoing paragraphs are incorporated herein as if set forth in full.

12. Microsol Resources Corp. (hereinafter "Microsol") is a staffing company, which specializes in the placement of professionals exclusively for the architecture, engineering, and construction markets.

13. In or around April 2013, Microsol hired Plaintiff as a consultant with the intention of placing her with another company.

14. On or about June 5, 2013, Defendant hired Plaintiff, through Microsol, as a consultant architect in its Facilities Space Planning Department.

15. At all relevant times herein, Plaintiff remained employed by both Defendant Regeneron and Microsol.

Failure to Pay Overtime Wages
(FLSA and New York Wage Laws)

16. The foregoing paragraphs are incorporated herein as if set forth in full.

17. At no time did Plaintiff supervise any employees of Defendant during her employment

18. At no time did Plaintiff have the authority to hire or fire any employees of Defendant during her employment.

19. At no time did Plaintiff perform office or non-manual work directly related to the management or general business operations of Defendant or Defendant's customers that involved the exercise discretion or independent judgment over matters of significance.

20. Plaintiff earned an hourly wage, not a salary.

21. Accordingly, Plaintiff was, within the meaning of the FLSA and the NYLL, a non-exempt employee of Defendant.

22. While working at Defendant, Microsol directed Plaintiff to record her hours and submit them to Defendant.

23. Defendant would then pay Microsol $90.00 for each hour worked and recorded by Plaintiff.

24. Microsol would then pay Plaintiff $50.00 for each hour worked and recorded by her.

25. When Plaintiff first began working at Defendant, Plaintiff reported all hours worked, which regularly exceeded 50 hours in a workweek.

26. However, beginning in August 2013, Plaintiff's manager, Patricia Hamilton (hereinafter "Manager Hamilton") directed Plaintiff to record significantly fewer hours than Plaintiff actually worked each workweek.

27. By way of example only, for the pay period ending on or about August 4, 2013, Manager Hamilton directed Plaintiff to record only 34 hours even though Plaintiff actually worked 56 hours.

28. Plaintiff followed Manager Hamilton's directive to underreport her hours until in or around late-October 2013.

29. In or around late-October 2013, Plaintiff began opposing Manager Hamilton's directive to underreport her hours.

30. Plaintiff told Manager Hamilton that she needed to be paid for all of the hours she worked and that she would not continue underreporting her hours.

31. Thereafter, Plaintiff reported all of her work hours.

32. However, in or around January 2014, Manager Hamilton again pressured and directed Plaintiff to underreport her hours.

33. Per Manager Hamilton's command, Plaintiff again began underreporting her hours and continued to do so until in or around May 2014 when Plaintiff ceased underreporting her hours and reported all hours worked thereafter until her termination in or around August 2014.

34. Defendant's conduct in requiring Plaintiff to record fewer hours than she actually worked resulted in Defendant failing to pay Plaintiff her hourly rate of $50.00 per hour for all hours worked by Plaintiff.

35. As Plaintiff often worked in excess of 40 hours in a workweek, Defendant's conduct also resulted in Defendant failing to pay Plaintiff overtime wages of one and one-half times her hourly wage for all hours worked in excess of 40 hours in a workweek.

Pregnancy Discrimination
(Title VII)

36. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

37. In or around the same time in August 2013, Plaintiff requested and received permission from Manager Hamilton to leave work early or arrive late as needed on days she needed to undergo In-Vitro Fertilization ("IVF") treatments.

38. During the conversation in which Plaintiff requested the leave, Manager Hamilton instructed Plaintiff, "if anyone asks you if you plan to have children, tell them your time has passed and that you are not having children."

39. Plaintiff informed Manager Hamilton of her IVF treatments in confidence.

40. However, beginning in September 2013, Plaintiff's co-workers began making comments regarding Plaintiff's efforts to get pregnant.

41. For example, Defendant's Space Planning Coordinator, Lynn Giralamo, declared, "anyone who sits next to me becomes pregnant" while Plaintiff was in the same room.

42. In or around November 2013, Manager Hamilton informed Plaintiff that she would be hired on as a permanent employee of Defendant.

43. Throughout the rest of Plaintiff's employment with Defendant, Manager Hamilton engaged in an ongoing discussion with Plaintiff about her transition to becoming a permanent employee.

44. In or around January 2014, Manager Hamilton told Plaintiff to tell Defendant's management that she was not planning on starting a family, saying "tell them you are too old for babies."

45. In or around January 2014, Manager Hamilton met with Plaintiff to discuss her transition to a permanent position with Defendant and instructed Plaintiff to draft a job description for her permanent position.

46. In or around April 2014, Manager Hamilton contacted Defendant's Procurement Manager, Keith Turvey (hereinafter "Manager Turvey"), and asked him to inquire about the cost to buy out Plaintiff's contract with Microsol.

47. Thereafter, Manager Turvey reported back that it would cost approximately $16,000 to buy out Plaintiff's contract and described the amount as a "good price for getting [Plaintiff] on board."

48. In or around May 2014, Defendant's Facilities Vice President, Joanne Deyo (hereinafter "VP Deyo"), asked Plaintiff if she had children and whether she was planning to start a family. Plaintiff quickly changed the subject without providing an answer.

49. In or around June or July 2014, Defendant's Manager, Annisa Williams (hereinafter "Manager Williams"), asked Plaintiff if she was pregnant, which Plaintiff denied.

50. On July 28, 2014, Plaintiff complained via e-mail to Defendant's Director of Human Resources, Daria Palestina (hereinafter "HR Palestina"), and Microsol's Human Resources department about Co-worker Jeannette Welday's harassment of her.

51. In her e-mail, Plaintiff informed Defendant that she was four (4) months pregnant and had recently developed respiratory issues related to her pregnancy.

52. On or about July 31, 2014, Defendant's Director of Facilities, Michelle Fritsche (hereinafter "Director Fritsche"), met with Plaintiff and informed her that Defendant had changed its mind and decided not to hire her to the permanent position.

53. During the meeting, Director Fritsche also informed Plaintiff that Defendant had decided to terminate her employment, effective at the end of August 2014.

54. Defendant asserted that it was terminating Plaintiff's employment and had changed its mind and decided not to hire Plaintiff to the permanent position due to lack of work and Plaintiff's level of experience with Building Information Modeling ("BIM"), respectively. These reasons are pretext.

55. Prior to said meeting, BIM experience was never included as a criterion for the permanent position to which Plaintiff was to be hired.

56. Due to Plaintiff's pregnancy, Defendant decided to add extensive BIM experience as a requirement for the permanent position for the purpose of having an excuse (i.e. pretext) to deem Plaintiff ineligible for the position.

57. In reality, Defendant terminated Plaintiff's employment and refused to hire Plaintiff as a permanent employee due to her pregnancy.

58. Defendant continued to seek applicants for the position for which it had intended to hire Plaintiff.

59. The aforementioned conduct has caused damages to Plaintiff.

COUNT I
Violations of the Fair Labor Standards Act ("FLSA")
(Failure to pay Overtime Compensation)

60. The foregoing paragraphs are incorporated herein as if set forth in full.

61. At all times relevant herein, Defendant has been and continues to be an "employer" within the meaning of the FLSA.

62. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff.

63. At all times relevant herein, Plaintiff was employed with Defendant as an "employee" within the meaning of the FLSA.

64. Under the FLSA, an employer must pay an employee at least one and one half times his or her base rate for each hour worked in excess of forty hours per workweek.

65. Defendant's violations of the FLSA include, but are not limited to not paying Plaintiff at least 1.5 times her regular rate.

66. Defendant's conduct in failing to pay Plaintiff properly was willful and was not based upon any reasonable interpretation of the law.

67. As a result of Defendant's unlawful conduct, Plaintiff has suffered damages as set forth herein.

COUNT II
Violations of the New York Labor Law ("NYLL")
(Failure to pay Wages Earned)

68. The foregoing paragraphs are incorporated herein as if set forth in full.

69. At all times relevant herein, Defendant has and continues to be an "employer" within the meaning of the NYLL.

70. At all times relevant herein, Defendant was responsible for paying wages to Plaintiff.

71. At all times relevant herein, Plaintiff was employed with Defendant as an "employee" within the meaning of the NYLL.

72. Under the NYLL, an employer must pay an employee at least one and one half times his or her regular rate of pay for each hour worked in excess of forty hours per workweek.

73. Defendant's conduct in failing to pay Plaintiff proper overtime compensation for all hours worked beyond 40 per workweek violated the NYLL.

74. Under the NYLL, an employer must pay an employee all wages due and may not fail to pay an employee for all hours worked.

75. Defendant also violated the NYLL by failing Plaintiff her hourly rate for all hours worked.

76. Defendant's conduct in failing to properly pay Plaintiff was willful and was not based upon any reasonable interpretation of the law.

77. "Liquidated damages under the [New York] Labor Law ... are punitive in nature. They 'constitute a penalty' to deter an employer's willful withholding of wages due." Lanzetta v. Florio's Enterprises, Inc., 08 CIV. 6181 DC, 2011 WL 3209521, at *5 (S.D.N.Y. July 27, 2011) (Chin, J.), quoting Reilly v. NatWest Mkts. Grp. Inc., 181 F.3d 253, 265 (2d Cir.1999).

78. "Because of the different purposes the two forms of liquidated damages serve, plaintiff may recover under both statutes without obtaining an impermissible double recovery." *Lanzetta v. Florio's Enterprises, Inc.*, 08 CIV. 6181 DC, 2011 WL 3209521, at *5 (S.D.N.Y. July 27, 2011) (Chin, J.) (citing cases). The Wage Theft Protection Act, effective April 9, 2011,

provides for liquidated damages at the rate of 100% of the amounts owed. NYLL §§ 663 and 198(1-a).

79. Accordingly, Plaintiff is entitled to liquidated damages under the NYLL *in addition to* the liquidated damages recoverable under the FLSA (which, unlike NYLL liquidated damages, do not serve a punitive function). *See Berrezueta v. Royal Crown Pastry Shop, Inc.*, 12-CV-4380 FB RML, 2013 WL 6579799, at *5 (E.D.N.Y. Dec. 16, 2013) (in addition to FLSA liquidated damages, "plaintiffs are entitled to one hundred percent liquidated damages under state law for time worked after April 9, 2011, and to twenty-five percent liquidated damages under state law for time worked before April 9, 2011."); *Garcia v. Giorgio's Brick Oven & Wine Bar*, 11 CIV. 4689 LLS FM, 2012 WL 3339220 (S.D.N.Y. Aug. 15, 2012) (same: "[NYLL] liquidated damages are available to [plaintiffs] in an amount equal to the full amounts they were underpaid for the period they worked between April 9, 2011, and the end of their employment.") *report and recommendation adopted,* 11 CIV. 4689 LLS, 2012 WL 3893537 (S.D.N.Y. Sept. 7, 2012); *Angamarca v. Pita Grill 7 Inc.,* 11 CIV. 7777 JGK JLC, 2012 WL 3578781, at *8 (S.D.N.Y. Aug. 2, 2012) (same: "Plaintiffs are entitled to liquidated damages on the total amount of unpaid regular and overtime wages ... under NYLL in amount equaling 25% of the total amount owed for work performed prior to April 9, 2011 and 100% of the total amount for work performed beginning April 9, 2011."); *Hernandez v. P.K.L. Corp.*, 12-CV-2276 NG RML, 2013 WL 5129815, at *6 (E.D.N.Y. Sept. 12, 2013) (same: in addition to FLSA liquidated damages "plaintiff is entitled to an award of liquidated damages ... equal to the total unpaid state minimum wages [and] unpaid overtime ... for the period from April 9, 2011 to June 9, 2012.").

80. As a result of Defendant's unlawful conduct, Plaintiff has suffered damages as set forth herein.

COUNT III
Violations of Title VII
(Pregnancy Discrimination – Wrongful Termination)

81. The forgoing paragraphs are incorporated herein as if set forth in full.

82. At all times relevant herein, Defendant is and continues to be an "employer" within the meaning of Title VII.

83. At all times relevant herein, Plaintiff was employed by Defendant as an "employee" within the meaning of Title VII.

84. Title VII prohibits employers, such as Defendant, from discriminating against an employee on the basis of pregnancy.

85. Defendant violated Plaintiff's rights under Title VII by discriminating against Plaintiff and terminating her employment because she was pregnant.

86. These actions as aforesaid constitute violations of Title VII.

COUNT IV
Violations of Title VII
(Pregnancy Discrimination – Failure to Hire)

87. The forgoing paragraphs are incorporated herein as if set forth in full.

88. Title VII prohibits employers, such as Defendant, from discriminating against an individual on the basis of pregnancy.

89. Defendant violated Plaintiff's rights under Title VII by failing to hire Plaintiff to a permanent position because of her pregnancy.

90. These actions as aforesaid constitute violations of Title VII.

WHEREFORE, Plaintiff prays that this Court enter an Order providing that:

(1) Defendant is to be prohibited from continuing to maintain its illegal policy, practice, or customs in violation of federal and state wage and hour laws;

(2) Defendant is to be prohibited from discriminating or retaliating against anyone else on any basis forbidden by Title VII;

(3) Defendant is to compensate, reimburse, and make Plaintiff whole for any and all pay and benefits Plaintiff would have received had it not been for Defendant's illegal actions, including but not limited to back pay and front pay;

(4) Plaintiff is to be awarded, pursuant to the FLSA and NY state law, liquidated damages in an amount equal to the actual damages in this case,

(5) Plaintiff is to be awarded damages for the pain, suffering, and humiliation caused by Defendant's actions;

(6) Plaintiff is to be awarded punitive damages in an amount believed by the Court or trier of fact to be appropriate to punish Defendant for its willful, deliberate, malicious, and outrageous conduct and to deter Defendant or other employers from engaging in such misconduct in the future;

(7) Plaintiff is to be awarded the costs and expenses of this action and reasonable legal fees as provided by applicable law.

(8) Plaintiff is to be awarded all other relief this Court deems just and proper.

(9) Plaintiff demands a trial by jury on all questions of fact raised by the complaint.

Respectfully Submitted,

PASKOFF & TAMBER, LLP
Of Counsel to Swartz Swidler, LLC

/s/ Adam Paskoff
ADAM PASKOFF, ESQ.
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SWARTZ SWIDLER, LLC

/s/ Matthew Miller
Matthew Miller, Esq.
Richard S. Swartz Esq.
1101 Kings Highway N., Ste. 402
Cherry Hill, NJ 08034
Phone: (856) 685-7420
Fax: (856) 685-7417
Pro Hac Vice Pending

Date: May 20, 2016

DEMAND TO PRESERVE EVIDENCE

1. Defendant is hereby directed to preserve all physical and electronic information pertaining in any way to Plaintiff's employment, to Plaintiff's cause of action and/or prayers for relief, and to any defenses to same, including, but not limited to, electronic data storage, closed circuit TV footage, digital images, computer images, cache memory, searchable data, emails, spread sheets, employment files, memos, text messages, any and all online social or work related websites, entries on social networking sites (including, but not limited to, Facebook, Twitter, MySpace, etc.), and any other information and/or data and/or things and/or documents which may be relevant to any claim or defense in this litigation.

Exhibit B

REGENERON

	18 Apr 2014

Job Title:	FACILITIES ARCHITECT, Space Planning	**Job Level:**	
Department:	FACILITIES	**Reports To:**	Patricia A. Hamilton
Location:	US TARRYTOWN	**FLSA Status:**	EXEMPT

SUMMARY/POSITION OBJECTIVE: *Briefly describe the general nature and purpose of the job (2-3 sentences)*

Responsible for managing the Architectural, HVAC, Electrical, Plumbing, Data, Safety, Security, AV drawings for Tarrytown and NJ; organizing drawings into a cohesive Master Plan respository organize/oversee said inventory of drawings through the Vault program. Collects, reviews, edits and updates drawings, incorporates all plan changes and additons from facilities personnel, architects, engineering firms, contractors in dwg formats for inclusion into the Master File. Insures that drawings comply to AIA standards; designs architectural background drawings on an as needed basis; analyzes information derived from drawings to provide statistical data for planning purposes. Manages the drawing repository file room; organizes the sample inventory; is responsible for the plotters/printer/scanners under the space planning umbrella.

JOB DUTIES: *List essential (6-10) to be performed. These are the most critical responsibilities*

Essential Functions required for the job. List both technical and managerial requirements if applicable.

- Incorporate into an AutCAD platform, drawings collected from multiple sources (engineers, planners, managers, engineering contractors, architects, CMs, contractors) electronic, hard copy, in dwg and/or pdf format to compile into a cohesive Master File of the leased space architectural, MEP, furniture, Life Safety, security, Telecom, data and AV plans using AIA standards.
- Maintain the Master File Dwg Data Base to support the Facilities Department in its efforts to maintain and to expand the REGN assets and leased space.
- Manage the Vault drawing filing program to include the Master Drawings; and keep said Master Drawings updated by incorporating as-builts that were approved by Space Planning and Engineering Managers to keep our drawing data base current.
- Produce drawings that reflect the campus space master plan with detailed short / mid / long-term plans for campus facilities and infrastructure as required by using the AIA protocols and by incorporating ADA recommendations and adhering to NY Building Codes.
- As a member of the Space Planning Team, help to develop and maintain design standards and aesthetic quality expectations for campus construction projects and help transmit them to consultants, contractors, and others performing construction on campus by creating and maintaining clear construction document guidelines and by producing reference schematic designs
- Assist Space Planning management in the development and maintenance of a comprehensive space database, including an inventory of all property, infrastructure, buildings, and space as based on the information contained in the plans in the Master File. Update said inventory current to include critical data about existing space, including general description, square footage, characteristics, utilities and other services, furniture and equipment, usage
- As an architect, design conceptual layouts for use by planners and engineers in dealing with clients; as requested, prepare architectural design plans for office areas, laboratories, storage needs utilizing AutoCAD, pdf as needed to reflect the final decisions of the client/facilities. These architectural designs backgrounds should be professional quality so as to be presented to an outside Architect for review and seal.
- Evaluate and recommend new architectural/design technologies or computer based systems to enhance departmental productivity such as upgrading AutoCAD versions, AUTODESK, Visio, Revit, etc.
- Incorporate knowledge gained from participating in The Leadership I Energy and Environmental Design (LEED) Green Building Rating Systems into daily work at Regeneron Pharmaceuticals Inc.
- Interface with all aspects of our corporate office build-outs from their inception design process through SDs, DDs, CDs and as built drawings to insure that Regeneron has the most current active plan version through project completion and incorporation into the Vault program/Master File in dwg formate; review designs to insure the Regeneron standards are maintained.
- Participate in the review, negotiation and execution of all consultant and software purchase agreements as they relate CAD, BIM, VAULT, IWMS and the Master File for the campus.
- Work with Facilities to document quality control issues pertaining to all subcontractors and trades and document the necessary actions to ensure quality compliance in accordance with the plans and specifications they will submit to us as As Built drawings in dwg and adhereing to AIA standards
- Communicate with project team to outline work plans, responsibilities, and to define the scope of work to be completed
- Prepare status reports on projects and meet with clients to provide updates regarding progress of projects and resolve problems
- Prepares design drawings including interior architectural space plans, systems furniture plans, and signage/way-finding

drawings, using AutoCAD software and other computer applications along with specifications or proposals as required for the design process

- Assumes responsibility for the plotters, scanners and the file/sample room for the Facilities Department.

JOB REQUIREMENTS:

List knowledge, skills, and abilities required to perform the job. **List any preferred job requirements as well.** Possesses an ability to listen to clients an interpret what they are saying into a visual representation	• Licensed Architect or non-registered graduate of an accredited school of Architecture; ability to seal drawings a plus, but not mandatory. • This position requires excellent inter-personal skills, strong problem solving abilities,must be creative in design, possesses an attention to minute detail, is highly adept in AutoCAD; has the skill level not only to draw, but interpret, analyze and review arechitectural drawings to comply with AIA standards, ADA & LEED recommendtions and NY Building code requirements. • Has a collaborative nature; easily accepts direction; readily adapts to change; has an ability to coordinate work efforts of personnel; is a team player, is highly organized; can prioritize work assignments; must be a self starter who requires little or no supervision. • As an in-house architect, the position holder must exhibit an advanced knowledge and understanding of architectural design and planning concepts, principles, and procedures as they apply to the pharmaceutical industry; msut be able to listen to clients and interpret what they are saying to develop a visual architectural representation • Must have outstanding verbal and written communication skills, superior architectural drawing skills, excellent presentation skills, and interacts appropriately with all levels within the Regeneron constituency and peripheral community. • Must have a thorough knowledge and understanding of computerized graphic architectural, interior, and landscape design software. Must be able to read, understand and create all types of construction drawings & associated documentation to enable him/her to identify potential design flaws and to make recommendations based on a strong architectural knowledge • Must be technologically savvy in order to problem solver/trouble shoot with IT related topics; possesses a high proficiency in computer software programs, including AutoCAD, Vault, Visio and SketchUp as well as Microsoft Office Suite – willingness to learn REVIT. • Experience with the entire construction project lifecycle, including post-occupancy maintenance of documentation and changes. • Has familiarity with HP 1200 Plotter, Oce PlotWave 300. HP XXX Laptop Computer, iPad.

Minimal educational requirements: **If years of experience in lieu of a college degree is also acceptable, please list number of years**	**Equivalent experience (include # of years) in lieu of degree** ☐	**High School Diploma**☐ **Associates Degree**☐ **Bachelors Degree** x **Masters Degree**☐ **Ph.D.** ☐ **PharmD**☐ **MD**☐ **Board Certified MD**☐

Required Licenses & Certificates: BArch, AIA Affiliation

Minimum Years of Experience: Please be as specific as possible.

- 15+ years minimum professional post degree work experience in an architectural/interiors/planning or similar practice environment

PHYSICAL DEMANDS:

The characteristics described below represent what an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Please check *the boxes that most accurately describe the demands for this job (see definitions below):*

Seeing	**NA**		**Occasional**		**Frequent**		**Constant**	x
Special Vision Requirements	**NA**		**Close Vision**	x	**Distance Vision**	x	**Color Vision**	x
			Peripheral Vision	x	**Depth Perception**	X	**Adjust Focus**	X
Reaching, Handling or Feeling	**NA**		**Occasional**	X	**Frequent**		**Constant**	
Sitting	**NA**		**Occasional**		**Frequent**		**Constant**	x
Standing	**NA**		**Occasional**		**Frequent**	x	**Constant**	
Walking	**NA**		**Occasional**		**Frequent**	x	**Constant**	
Climbing or Balancing	**NA**		**Occasional**	x	**Frequent**		**Constant**	
Stooping, Kneeling, Crouching or Crawling	**NA**		**Occasional**	x	**Frequent**		**Constant**	
Lifting/Carrying	**NA**		**Occasional**	x	**Frequent**		**Constant**	
Amount in lbs			**Up to 10 lbs**		**Up to 25 lbs**	x	**Up to 40 lbs**	
Non-Repetitive Lifting up to 75 lbs			**Yes**		**No**	x		

N/A – 0% Occasional – 1%-33% Frequent – 14%-66% Constant – 67%-100%

Exposure to Hazardous Chemicals	**NA**		**Occasional**	x	**Frequent**		**Constant**	
Exposure to Infectious Materials (Human, Simian, Pathogenic)	**NA**	x	**Occasional**		**Frequent**		**Constant**	
Exposure to Radioactive Materials	**NA**	x	**Occasional**		**Frequent**		**Constant**	
Exposure to Physical Hazards (Steam, Lasers, Ergonomic, Heat)	**NA**		**Occasional**	x	**Frequent**		**Constant**	
Exposure to Animals	**NA**	x	**Occasional**		**Frequent**		**Constant**	
Noise	**NA**		**Occasional**		**Frequent**	x	**Constant**	
Level of Noise			**Quiet**	x	**Moderate**		**Loud**	
Travel	**NA**		**Occasional**	x	**Frequent**		**Constant**	

N/A – 0% Occasional – 1%-33% Frequent – 14%-66% Constant – 67%-100%

This job description has been designed to capture the essential functions of this job. It was not designed to contain or be interpreted as a comprehensive inventory of all the duties, responsibilities and qualifications required to perform this job. It is based on management's assessment of the requirements and functions of the job as of the date this description was prepared. Management reserves the right to modify the description at any time, or to vary the duties and responsibilities of the job on a temporary or indefinite basis to meet production, scheduling or staffing needs.

Exhibit C

Margo Orosz-External

From: Margo Orosz-External
Sent: Wednesday, July 09, 2014 7:11 AM
To: Patricia Hamilton

Hi Pat,

I am forwarding your email of June 6, 2014 concerning my title and start date for transitioning to full-time employment with Regeneron.

In the email you indicated that you will be speaking with Michelle while in Chicago to finalize this and prior to June 6, 2014 you have made
numerous promises of the same.

Mindful of the fact that it is now July 9, 2014 and you have re-signed another contract with Microsol, and no progress has been made otherwise,
can we finally please solidify my title and my transition start date?

I am awaiting your response.

Thank you,
Margo

Margo Orosz, Assoc. AIA
AutoCAD Specialist
Regeneron Pharmaceuticals, Inc
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(C) 203.979.4764

facilities
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From: Patricia Hamilton
Sent: Friday, June 06, 2014 2:00 PM
To: Margo Orosz-External
Subject: hours

As soon as you get the hours from Belle – email them to me – I shall use that as a fulcrum to get a date with Michelle.

She will be a captive while in Chicago. She is so overwhelmed with everything!

Thanks,

Pat

Patricia A. Hamilton
Manager, Space Planning
Regeneron Pharmaceuticals, Inc.
777 Old Saw Mill River Road
Tarrytown, NY 10591-6707
Tel: 914-847-3064
Cell: 914-365-0884
Fax: 914-847-7991

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1

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Exhibit D

Margo Orosz-External

From:	Margo Orosz-External
Sent:	Tuesday, June 24, 2014 2:40 PM
To:	Patricia Hamilton
Subject:	RE: Reminder

Tracking:	**Recipient**	**Delivery**	**Read**
	Patricia Hamilton	Delivered: 6/24/2014 2:40 PM	Read 6/24/2014 2:41 PM

Hi Pat,

I am under the impression that the only issue is my Title, otherwise I understand that I am being hired full time, based on our numerous conversations.

Thanks,
Margo

Margo Orosz, Assoc. AIA
AutoCAD Specialist
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facilities
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From: Patricia Hamilton
Sent: Tuesday, June 24, 2014 12:43 PM
To: Margo Orosz-External
Subject: Re: Reminder

Ok for Doctor's appointment - have to sit with Michelle to see how she wants to proceede.

Patricia Hamilton

On Jun 24, 2014, at 12:22 PM, "Margo Orosz-External" <margaret.orosz@regeneron.com> wrote:

> Hi Pat,
>
> I have my doctor's appointment on June 30th at 11:30am.
>
> I plan to come in early and after my appointment work from home. Is that ok?

Mindful of the fact that my Microsol bank of hours is nearly exhausted, can you update me on my transition from "external" to a full-time employment offer?

I am patiently waiting on your next step Can you expedite the process at this time, since this has been going on for many, many months.

Thank you,
Margo

Margo Orosz, Assoc. AIA
AutoCAD Specialist
Regeneron Pharmaceuticals, Inc.
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Tarrytown, NY 10591-6707
(P) 914.847.7710
(F) 914.847.7991
(C) 203.979.4764

<image001.png>

Exhibit E

From: Margo Orosz-External
Sent: Monday, July 28, 2014 10:22 PM
To: Daria Palestina
Subject: Concerning Margo Orosz

Dear Ms. Palestina:

My name Margo Orosz. I am employed through Microsol Resources. I work in the Facilities Space Planning Department. My Manager is Pat Hamilton. I have been employed as a consultant since June, 2013.

My writing to you is somewhat of a last resort effort after seemingly exhausting all other avenues of remedy.

I am writing to you to notify you that I have been the repeated subject of bullying, harassment and intimidation since my very first day of employment as a consultant here at Regeneron Pharmaceuticals, Inc., by Ms. Jeanette Welday. I have repeatedly (dozens of times) notified Manager Pat Hamilton of the harassment, to no avail and the harassment persists as late as today, July 28, 2014 at 10:30 AM.

Further, I have been advised not to complain to Regeneron Pharmaceuticals, Inc. Human Resources Department, because of my status as a Consultant. Further, I have been advised that I would be terminated and/or I would not be considered for full time employment if I came forward with my complaint.

For example, as reported to manager Pat Hamilton, Ms. Welday has repeatedly insisted on opening the blinds fully in our work area, knowingly causing an intense glare from the sun on my computer screen, thus adversely impacting my vision and productivity, this despite my repeated requests to her to stop, and my notifying Manager Pat Hamilton.

Another example, as reported to Manager Pat Hamilton, Ms. Welday has recently been running her fan at full hilt, causing a substantial draft and discomfort to my back, neck and head, while working, thus causing me migraines. Although I have politely asked Ms. Welday to turn her fan the other way as late as (07/28/2014), at which time she raised her voice in a hostile tone, and stated that she refused to turn her fan in another direction although I made it clear that it was causing a draft on my back, neck and head.

Today, I reported this once again to Manager Pat Hamilton. Pat in turn advised me on how to approach the matter with Ms. Welday. I did approach the matter as instructed, to no avail. I returned to Pat and informed her of the lack of progress and cooperation and Ms. Welday's refusal to turn the fan the other way. At which time, Pat stated that she was going to speak to "Daria Palestina" however it would not be for another week until she could address it with you.

I am four months pregnant (17 Weeks on Wednesday) and recently developed respiratory issues as a result. I would be very appreciative if you could resolve these issues with Ms. Welday and compel her to stop harassing me here at Regeneron Pharmaceuticals, Inc.

Separately, beginning in November, 2013 (some 6-months after first commencing employment), Manager Pat Hamilton advised me that I would be hired full time at Regeneron Pharmaceuticals, Inc .," *in the coming few months"* and *"You should hang on Margo."* She has stated the same to me every month since November, 2013. I have inquired to her about my status of transitioning from Consultant to Full Time and little to no progress has been made only recently. Yet, she continues to advise me nearly 9-months after first notifying me, and I have still not been hired full time, which is understandably problematic for me. Ms. Hamilton has stated that the only remaining and outstanding issue to address for my transition to full time, is my " official work title." That dialog was discussed verbally and interspersed via email..

Finally, recently a colleague shared with me statements that were made by Manager Pat Hamilton. Although, I have not announced or discussed with any employees that I am four months pregnant, I was advised that in my absence on a couple of dates when I worked out of my home office and/or went to Doctors appointments that Pat Hamilton stated; *"Margo is going to In vitro Fertilization (IVF) treatments."*

I am a hard and dedicated worker and passionate about my career here at Regeneron Pharmaceuticals, Inc. and have been praised for my work. I wanted to bring these issues to your attention at this time, seeking your intervention and remedy.

Thank you,
Margo

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